REMARKS

Claims 2-10, 12-19, and 21 are pending in this application.

Applicants have amended claims 2, 8-10, 12, 18, and 19, have canceled claims 1, 11, and 20, and have added new claim 21. These changes do not introduce any new matter.

Rejections under 35 U.S.C. § 103

Applicants respectfully request reconsideration of the rejection of claims 1-4, 6, 9-13, 19, and 20 under 35 U.S.C. § 103(a) as being unpatentable over *Lee et al.* ("*Lee*") (US 2004/0117383 A1) in view of *O'Hagan et al.* ("*O'Hagan*") (US 2002/0145038 A1) (as noted above, Applicants have herein canceled claims 1, 11, and 20). As will be explained in more detail below, the combination of *Lee* in view of *O'Hagan* would not have rendered the subject matter defined in independent claims 2 and 12, as amended herein, obvious to one having ordinary skill in the art.

In formulating the obviousness rejection of independent claim 2, the Examiner states "Lee does not disclose order option is enabled as selectable in a valid period and the order is disabled as unselectable when valid period of the product has expired." Office Action at page 5. To remedy this deficiency, the Examiner asserts that "O'Hagan et al discloses [0136], [t]he product list 970 includes information relating to every product available in the store. The information typically includes product description, UPC code for the product, product price, termination period for price quote, etc. O'Hagan et al also discloses [0170], [t]hus, the price quote remains in effect for the period of time noted to the customer." Office Action at page 5. The Examiner concludes that it would have been obvious to one having ordinary skill in the art "to utilize the teachings of O'Hagan et al in the device of Lee et al. The motivation would be to provide electronic current applicable pricing information to the customer during the specified period." Office Action at page 5.

In the electronic quotation system defined in present claim 2, once a price is quoted as being valid for a limited time, after the limited time has elapsed, a user can request an update quote but cannot place an order at the quoted price. The *O'Hagan* reference discloses that the price quote is valid until a certain date that is noted to the customer. Nevertheless, there is no disclosure or suggestion in the *O'Hagan* reference regarding the user being able to request an update quote after the limited time has elapsed, while not being able to place an order at the quoted price after the limited time has elapsed. Further, this aspect of present claim 2 is neither disclosed nor suggested in the *Lee* reference. As such, even if the *Lee* and *O'Hagan* references were to be combined in the manner proposed by the Examiner, the subject matter defined in present claim 2 would not have resulted.

Independent claim 12 defines an electronic quotation method that corresponds to the electronic quotation system defined in claim 2. Thus, the combination of the *Lee* and *O'Hagan* references also would not have resulted in the subject matter defined in present claim 12.

In summary, the combination of the *Lee* and *O'Hagan* references would not have resulted in either an electronic quotation system having each and every feature recited in present claim 2 or an electronic quotation method having each and every feature recited in present claim 12. As such, the combination of the *Lee* and *O'Hagan* references would not have rendered the claimed subject matter obvious to one having ordinary skill in the art.

Accordingly, for at least the foregoing reasons, independent claims 2 and 12, as amended herein, are patentable under 35 U.S.C. § 103(a) over the combination of *Lee* in view of *O'Hagan*. Claims 3, 4, 6, 9, and 10, each of which ultimately depends from claim 1, and claims 13 and 19, each of which ultimately depends from claim 12, are likewise patentable under 35 U.S.C. § 103(a) over the combination of *Lee* in view of *O'Hagan* for at least the same reasons set forth above regarding the applicable independent claim.

In the Office Action, the Examiner rejected claims 5, 7, 8, and 14-18 under 35 U.S.C. § 103(a) as being unpatentable over the combination of *Lee* in view *O'Hagan*, and further in view of two secondary references, namely, *McConnell et al.* (US 7,240,027 B2) and *McMahon et al.* (US 2001/0034726 A1). Each of claims 5, 7, 8, and 14-18 ultimately depends from either claim 2 or claim 12. Neither the *McConnell et al.* reference nor the *McMahon et al.* reference cures the above-discussed deficiencies of the combination of *Lee* in view of *O'Hagan* relative to the subject matter defined in present claims 2 and 12. Accordingly, claims 5, 7, 8, and 14-18 are patentable under 35 U.S.C. § 103(a) over the combination of *Lee* in view of *O'Hagan*, and further in view of either *McConnell et al.* or *McMahon et al.* for at least the reason that each of these claims depends from either claim 2 or claim 12.

New Claim

As noted above, Applicants have added new claim 21, which is an independent claim. Claim 21 defines an electronic quotation method performed by a computer to make a quote of a product. This method includes features that are neither shown nor suggested in the prior art of record. As such, claim 21 is believed to be patentable under 35 U.S.C. §§ 102 and 103 over the prior art of record.

Conclusion

In view of the foregoing, Applicants respectfully request reconsideration and reexamination of claims 2-10 and 12-19, as presented herein, as well as examination of claim 21, and submit that these claims are in condition for allowance. Accordingly, a notice of allowance is respectfully requested. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at **(408) 749-6902**. If any additional fees are due in connection with the filing of this paper, then the

Commissioner is authorized to charge such fees to Deposit Account No. 50-0805 (Order No. ITECP004).

Respectfully submitted,
MARTINE PENILLA & GENCARELLA, L.L.P.

/Peter B. Martine/

Peter B. Martine
Reg. No. 32,043

710 Lakeway Drive, Suite 200
Sunnyvale, California 94085
Customer Number 25920